

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**

DO NOT WRITE IN THIS SPACE

Case  
12-CA-298356Date Filed  
June 23, 2022**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

## 1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Ethos Risk Services		b. Tel. No. (866) 783-0525
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 300 1st Ave S #300, St.  FL St. Petersburg 33701	e. Employer Representative (b) (6), (b) (7)(C)	g. e-mail  (b) (6), (b) (7)(C)@e.hosrisk.com
		h. Number of workers employed 200
i. Type of Establishment (factory, mine, wholesaler, etc.) Insurance (Miscellaneous)	j. Identify principal product or service Investigations	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 1,4 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

## 2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

--See additional page--

(b) (6), (b) (7)(C) filing charge (if labor organization, give full name, including local name and number)

4a. Address (Street and number, city, state, and ZIP code)  (b) (6), (b) (7)(C)	4b. Tel. No. (b) (6), (b) (7)(C)
	4c. Cell No.
	4d. Fax No.
	4e. e-mail (b) (6), (b) (7)(C)

## 5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

## 6. DECLARATION

I declare that I have read the above charge and that the statements  
are true to the best of my knowledge and belief.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(signature of representative or person making charge)

(Print/type name and title or office, if any)

(b) (6), (b) (7)(C)

Address

Date 06/23/2022 04:09:41 PM

Tel. No.  
(b) (6), (b) (7)(C)

Office, if any, Cell No.

Fax No.

e-mail  
(b) (6), (b) (7)(C)**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

## Basis of the Charge

### 8(a)(1)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7) /2022

### 8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages, hours, or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (6), (b) (7)(C)	reprimanded - reduction in responsibilities	(b) (6), (b) (7) /2022

### 8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (6), (b) (7)(C)	Reduction of Role - "driven out" or employment	(b) (6), (b) (7) 2022

### 8(a)(4)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) filed charges or cooperated with the NLRB.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (6), (b) (7)(C)	"walked out" - final pay held	(b) (6), (b) (7) /2022

### 8(a)(1)

Within the previous six-months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by maintaining work rules that prohibit employees from discussing wages, hours, or other terms or conditions of employment.

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

IN THE MATTER OF  
Ethos Risk Services, LLC

Case 12-CA-298356

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them at the blackboard in the kitchen/breakroom area at the Employer's facility located at 300 1<sup>st</sup> Avenue, Suite 300, St. Petersburg, Florida. During the first, fourth, and seventh weeks of the 60-day notice posting period the Charged Party will e-file with the Regional Director of Region 12 at [www.nlrb.gov](http://www.nlrb.gov) current dated photographs (containing the metadata) of all posted Notices. Furthermore, the Charged Party agrees to grant agents of the National Labor Relations Board access to its premises for the purposes of confirming that the Notices are posted pursuant to the terms of this Agreement.

**E-MAILING OF NOTICE** — The Charged Party will forward emails to all current and former employees who have been employed by the Charged Party from January 28, 2022, to the approval of this Agreement, a copy of the signed Notice in English, and in additional languages if the Regional Director decides that it is appropriate to do so. The e-mail transmitted with the Notice attached will state only: "We are distributing the attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 12 of the National Labor Relations Board in 12-CA-298356." To document its compliance with this requirement, the Charged Party will e-file with Region 12 via the Agency's e-filing portal at [www.nlrb.gov](http://www.nlrb.gov), a copy of the e-mail with all the recipients' e-mail addresses visible, along with a copy of the emailed Notice, and a completed Certification of Posting form.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**BACKPAY** — Within 14 days from approval of this agreement, the Charged Party will make whole the employee named below by payment to (b) (6), (b) (7)(C) of the amounts opposite (b) (6), (b) (7)(C) name. The Charged Party will make appropriate withholdings from the backpay amount. No withholdings shall be made from the interim expenses, interest or excess tax amounts. The Charged Party will compensate the named employee for the adverse tax consequences, if any, of receiving a lump-sum backpay award. Within 21 days from approval of this agreement, the Charged Party will provide the Regional Director with a Backpay Report allocating the backpay payment to the appropriate calendar years, and a copy of the 2022 W-2 form for the named employee reflecting the backpay award.

<u>Employee</u>	<u>Backpay</u>	<u>Interest</u>	<u>Excess Tax Liability</u>
(b) (6), (b) (7)(C)	\$1,615.00	\$97.00	\$18.00

**LETTER TO (b) (6), (b) (7)(C)** — Within 14 days of approval of this Agreement, the Charged Party shall send the letter described below by United States mail to (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and by email to (b) (6), (b) (7)(C). The Charged Party shall e-file a copy of the letter and the email message to which the letter is attached with the Regional Director for Region 12 at [www.nlrb.gov](http://www.nlrb.gov). The

Initials: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)



letter shall be on the Charged Party's letterhead, addressed to (b) (6), (b) (7)(C), dated, and shall be signed by (b) (6), (b) (7)(C). The letter shall state:

Ethos Risk Services, LLC has removed from our files all references to your discharge. Your discharge will not be used against you in any way. We apologize for any hardship or distress caused by your discharge. We will respect the rights of all of our employees to communicate with coworkers about charges filed under the National Labor Relations Act, and to talk to coworkers and outside parties about rates of pay, wages, hours of work, and other terms and conditions of employment.

**NOTICE OF RESCISSION OF RULES AND POLICIES** – Within 14 days of approval of this Agreement, the Charged Party shall provide the Regional Director for Region 12, by efile at [www.nlr.gov](http://www.nlr.gov), the email to all employees rescinding the portions of the Employee Handbook, non-disclosure agreement(s), confidentiality agreement(s), and other rules and policies, as required by the Notice to Employees, and a completed certification of compliance.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes \_\_\_\_\_  
Initials

No (b) (6), (b) (7)(C) \_\_\_\_\_  
Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that

Initials: (b) (6), (b) (7)(C) \_\_\_\_\_

includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Charged Party agrees that the Board may then issue an order providing, as elected by the Regional Director, a full remedy for the violations found as is appropriate to remedy such violations, and/or an order requiring the Charged Party to perform terms of this settlement agreement as specified by the Regional Director. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party</b> <b>Ethos Risk Services, LLC</b>		<b>Charging Party</b> <b>(b) (6), (b) (7)(C), an Individual</b>	
By:	Name and Title	Date	5/25/23
<b>(b) (6), (b) (7)(C)</b>		<b>(b) (6), (b) (7)(C)</b>	
Print Name and Title below <b>(b) (6), (b) (7)(C)</b>		Print Name and Title below <b>(b) (6), (b) (7)(C)</b>	
Recommended By:	Date	Approved By:	Date
<i>/s/ Dharma A. Wilson</i>	6/5/23	<i>David Cohen</i>	June 5, 2023
Dharma A. Wilson Senior Field Attorney		David Cohen Regional Director, Region 12	

Initials: **(b) (6), (b) (7)(C)** **(b) (6), (b) (7)(C)**



(To be printed and posted on official Board notice form)

**THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**YOU HAVE THE RIGHT** to freely speak with coworkers and outside parties about rates of pay, wages, hours of work, and other terms and conditions of employment and **WE WILL NOT** do anything to interfere with your exercise of that right.

**WE WILL NOT** prohibit you from discussing rates of pay, wages, hours of work, or other terms and conditions of employment with coworkers or outside parties.

**WE WILL NOT** discharge you or otherwise discriminate against you because you communicate with coworkers about charges filed under the National Labor Relations Act.

**WE WILL NOT** maintain or enforce any rules or policies that define or characterize employee names, wages, salaries, "any documentation provided by the company," rates of pay, hours of work, or other terms and conditions of employment as confidential information, or that prohibit employees from communicating with coworkers and/or outside parties about such information.

**WE WILL NOT** in any like or related manner interfere with, restrain, or coerce employees in the exercise of the above-stated rights guaranteed under Section 7 of the National Labor Relations Act.

**WE WILL** rescind the following terms from the examples of confidential information listed in the Non-Disclosure section of our Employee Handbook: lists of investigators/employees, wage and salary information, and "any documentation provided by the company."

**WE WILL** rescind from our non-disclosure agreements, confidentiality agreements, and other rules and policies that have been proffered to and/or signed by employees, all provisions that are inconsistent with the above terms of this Notice.

**WE WILL** specify to all of our employees by electronic mail the rescissions of portions of our Employee Handbook, non-disclosure agreements, confidentiality agreements, and other rules and policies that are required pursuant to the above provisions of this Notice.

**WE WILL** pay (b) (6), (b) (7)(C) for the wages and other benefits (b) (6), (b) (7)(C) lost as a result of (b) (6), (b) (7)(C) discharge, plus interest, and **WE WILL** make (b) (6), (b) (7)(C) whole for any other consequential damages suffered as a result of (b) (6), (b) (7)(C) discharge on (b) (6), (b) (7)(C) 2022, including reasonable search-for-work and interim employment expenses, plus interest. (b) (6), (b) (7)(C) is not entitled to reinstatement to (b) (6), (b) (7)(C) former job or a substantially equivalent job because on (b) (6), (b) (7)(C) 2022, (b) (6), (b) (7)(C) had submitted (b) (6), (b) (7)(C) resignation effective on (b) (6), (b) (7)(C) 2022.

Initials: \_\_\_\_\_

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

WE WILL remove from our files all references to the discharge of (b) (6), (b) (7)(C), and WE WILL notify (b) (6), (b) (7)(C) in writing that this has been done, that the discharge will not be used against (b) (6), (b) (7)(C) in any way, and that we apologize to (b) (6), (b) (7)(C) for any hardship or distress caused by (b) (6), (b) (7)(C) discharge, and assure (b) (6), (b) (7)(C) that we will respect the rights of our employees to communicate with coworkers about charges filed under the National Labor Relations Act, and to talk to coworkers and outside parties about rates of pay, wages, hours of work, and other terms and conditions of employment.

WE WILL compensate (b) (6), (b) (7)(C) for the adverse tax consequences, if any, of receiving a lump-sum backpay award.

WE WILL file with the Regional Director for Region 12 a report allocating the backpay award for (b) (6), (b) (7)(C) to the appropriate calendar year(s) and a copy of the W-2 form for (b) (6), (b) (7)(C) reflecting (b) (6), (b) (7)(C) backpay award.

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**ETHOS RISK SERVICES, LLC**

(Employer)

Dated: 5/24/2023

By:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(Representative)

(Title)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Callers who are deaf or hard of hearing who wish to speak to an NLRB representative should send an email to [relay.service@nlrb.gov](mailto:relay.service@nlrb.gov). An NLRB representative will email the requestor with instructions on how to schedule a relay service call.*

**National Labor Relations Board, Region 12**  
**201 E Kennedy Blvd Ste 530**  
**Tampa, FL 33602-5824**

**Telephone: (813)228-2641**

**Hours of Operation: 8 a.m. to 4:30 p.m.**

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

Initials:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)